

TERMS AND CONDITIONS OF TRADING

Best Price Stone

STATUTORY RIGHTS

The following terms and conditions do not affect your statutory rights as a customer.

Distance Selling Regulations

PLACING YOUR ORDER

This should be placed by email. Show the number of items and description, delivery address including post code, and specify if there are any delivery restrictions.

Include your contact details, i.e. telephone number, email address, postal address.

All deliveries will attract a delivery cost, which we will confirm in our Quotation.

DETAILS OF DELIVERY COSTS

These are subject to the quantity and weight of the products and pallets, delivery address and suitable vehicle access. You should provide a contact telephone number if you require the haulier to contact you before delivery. If the haulier is unable to deliver because nobody is available to sign for the delivery, or the address details are incorrect, re-delivery charges will apply. Contact us for further details.

PAYMENT

After checking your Quotation, payment can be made by certain credit/debit cards (we do not accept some types of credit cards), cheque or BACS. Funds need to be cleared into our Bank Account before the goods can be released. Please contact us for our Bank details.

RIGHT OF CANCELLATION FOR CONSUMERS

This clause only applies if you are acting for a purpose outside your business and there has been a distance contract.

Distance contract means any contract concerning goods or services between a supplier and a consumer under a distance sales or service provision scheme that makes exclusive use of distance communication up to and including the moment at which a contract is made.

1. The Contract becomes binding when you, the consumer, receive our Sales Acknowledgement after settling our Pro-Forma Invoice in full, including delivery charges.
2. You may cancel this Agreement within 7 working days (period of cancellation) beginning the day after you receive the Goods.
3. To cancel you must let us know in writing that you wish to cancel. You may do this by letter or email sent within the 7 days to us. If you tell us verbally you will still need to send confirmation in writing within the 7

days.

4. You cannot cancel if the Goods are made specifically for you, or you have installed or laid them or used them.
 5. If you wish to cancel Goods which have already been delivered, then you must return the Goods to us at your own cost, or we can collect them from you. If we collect the goods, then you will be liable for the cost of collection. You should return the goods within 14 days of cancellation.
 6. You have a duty of care during the period of cancellation to ensure that the goods are returned to us in the condition in which they were delivered. We reserve the right to charge for any damages caused by failure to carry out your duty of care.
 7. For further information contact us by email or telephone.
- Other terms and conditions below which are not mentioned specifically above.

TERMS AND CONDITIONS APPENDIX

1. Best Price Stone retains full title of any goods supplied until all sums due are paid.
2. As the colour of current stock may differ from the website photographs it is advised that a sample should be requested of the current stockholding before ordering to ensure the product supplied will be acceptable. This is the responsibility of the purchaser as Best Price Stone cannot accept returns or accept liability or claims on the basis of colour or shade variation once the tiles have been fixed or sealed or impregnated.
3. **Special Orders/End of Line material** – We cannot accept the return of stock for a refund on these items. Special Orders/Bespoke items cannot be cancelled. We require payment in full for special orders before processing your order.
4. **Returns** – We are under no obligation to accept the return of unwanted stock unless notified in writing to us within 7 days from the date following the date of delivery.
5. **Photographs** – All photographic images are reproduced in good faith and are as accurate as possible, but should not be relied upon as a definitive representation.
6. **Calculations** – Tiles are priced individually on Invoices therefore the square metre prices are intended as a guide only, except where stated otherwise.
7. **Plans** – Whilst every effort is made to quantify plans accurately no responsibility can be accepted for any variation in the calculations. You are advised to use a qualified QS.
8. Best Price Stone reserves the right to change prices without prior notice. All prices are based on collection from our various warehouses. However, we can arrange delivery using a sub- contracted haulage company for a moderate fee.

9. Please note the following conditions of our delivery service:
- a. The haulier will only deliver to the nearest practical point of access to the property from the road.
 - b. When required a tail lift or crane lift vehicle will be used for deliveries. The tail lift can only drop on to hard surfaces on level floors, i.e. concrete. A pallet truck cannot be used on gravel.
 - c. It is the responsibility of the client to inform us of any access limitations for delivery so a suitable vehicle can be used.
 - d. If a multiple crate order is required by the customer to be delivered on a small vehicle, owing to access restrictions, the haulier may split the delivery over a number of days. Request more information at point of order.
 - e. If a site delivery is booked for a trade or retail customer, it is the customer's responsibility to ensure there is someone available to sign for the delivery. If not, a re-delivery charge will be applied which will be for the customer's account.
 - f. Specific day deliveries, morning or afternoon delivery requests, will be subject to an extra charge. We cannot give an actual time whichever delivery service is booked.
 - g. No responsibility whatsoever will be accepted by Best Price Stone for any labour charges incurred due to late/delayed deliveries.
 - h. We will not entertain claims of breakage or shortfall that are reported more than 48 hours after delivery/collection. If a signed delivery note/collection note does not refer to damage/breakage we reserve the right to reject the claim.
 - i. We reserve the right to ask for evidence of breakage, i.e. photographs, or to inspect the breakage before replacements can be supplied free of charge. Otherwise, replacements will be invoiced.
10. **Preparation** – It is the customer's responsibility to ensure that the substrate is prepared correctly and that the product is laid to best practice. Claims will not be considered if the substrate or fixing practice is incorrect. Note that it is necessary to allow a suitable grout gap for all tiles, and that on Opus pattern ranges, the grout gap may need to be 'eased' to create an acceptable variable grout gap.
11. **Installation and Fixing** – Many factors influence the correct fixing methods for natural slate and stone products but reference should be made to BS5385; Part 5 1994 and BS8000; Part 11 Section 11.2; 1990, or current British Standards, for full details. If required Best Price Stone will provide correct fixing specifications on an individual basis. Best Price Stone will not accept complaints on product failure if the above British Standards have not been adhered to.
12. **Other Information** – Riven Slate, Sandstone & Quartzite can experience

a degree of delaminating after initial fixing. This will settle quite quickly and will not affect the performance long term. Tumbled and Aged stone will have surface and edge imperfections due to the manufacturing process, which should be considered a characteristic and not a fault. Travertine by nature is a product characterised by a holed and pitted surface. These cavities can often be hidden under a seemingly solid surface and under normal use can become exposed. It is recommended that travertine tiles, especially from the Denizli region of Turkey (Classico and Izmir) be used in light domestic applications only and even then a maintenance programme that may include re-filling the exposed cavities will be necessary. These cavities as previously stated are a characteristic and not a fault and this type of maintenance will be the responsibility of the purchaser and not Best Price Stone. Sealers and Impregnators will only work effectively if maintained using the specific cleaners recommended by the manufacturer. The use of household cleaners will strip the sealer/impregnator leaving products open to possible staining. It is the responsibility of the purchaser to maintain the product in the correct way using the correct cleaners. Please contact us for advice.

13. All of the information regarding sizes and box quantities are given in good faith but can be subject to change.
14. All prices are quoted in GBP (Sterling). We are able to offer a delivery service overseas. Prices will be quoted in GBP and payment is required in GBP.
15. All prices shown include VAT at the current rate, but exclude delivery charges.
16. All information is supplied in good faith only and we reserve the right to state that errors and omissions are excepted. Please check all information at point of order.
17. **Product Availability** – Information about our products does not amount to an offer by us to sell the products. It is an invitation to you to make us an offer to purchase that product on that basis. References to 'orders' placed by customers are deemed to be references to offers by such customers to purchase the relevant products from us. Although we will endeavour to supply to you the product(s) required, sometimes we will be unable to fulfil an order. In this instance, you will be informed at the earliest opportunity.
18. **Pricing** – We reserve the right to alter prices at any time. If products are unavailable, further deliveries from our suppliers may result in increased prices, owing to issues outside of our control.
19. **Links to Other Websites** – Best Price Stone are not liable for the content of other sites that are not under our control.
20. **Website Use** – Best Price Stone is not liable to the user for loss or

damage as a result of using this website. By placing an order with Best Price Stone, this means that you agree to our Terms and Conditions of Trading and any Appendixes shown. Our Terms and Conditions of Trading are governed by and construed in accordance with the laws of England & Wales.

21. **Terms of Use** – Use of this site constitutes your acceptance of these Terms and Conditions, which take effect immediately on your first use of the site. Best Price Stone reserves the right to change these Terms and Conditions at any time by posting changes online.
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